

COOLIDGE
♦ MUNICIPAL AIRPORT ♦

Appendix C
QUITCLAIM DEEDS

QUITCLAIM DEED

1-20-50

THIS INDENTURE, made this 19th day of January, 1950, between the UNITED STATES OF AMERICA, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, Surplus Property Act of 1944 (58 Stat. 765) as amended thereby, and regulations and orders promulgated thereunder, hereinafter called the GRANTOR, and the COUNTY OF PINAL, a political subdivision of the State of Arizona, hereinafter called the GRANTEE;

WITNESSETH: That the said Grantor, for and in consideration of the assumption by the Grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, conveys and quitclaims to the said Grantee, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of Pinal, State of Arizona, to wit:

TRACT NO. 1

Lot Seven (7), Section Five (5), Township 6 South, Range 9 East, Gila and Salt River Base and Meridian, Pinal County, State of Arizona, containing forth (40) acres, more or less.

TRACT NO. 2

Lot Eight (8), Section Five (5), Township 6 South, Range 9 East, Gila and Salt River Base and Meridian, Pinal County, State of Arizona, containing forty (40) acres, more or less.

TRACT NO. 5

Lots 1, 2, 7, 8, 9 and 10 and S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 4, Township 6 South, Range 9 East, Pinal County, Arizona.

TOGETHER WITH the following easements:

TRACT NO. 7

A twenty (20) foot Easement Right-of-Way, the center line of which begins at a point on the West line of the East half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.) of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is 32 feet South of the North line of said Section 28; thence East and parallel to the North line of Sections 28 and 27 to a point 650 feet East of the mid-section line of Section 27; thence South and parallel to the mid-section line of Sections 27 and 34 of said Township and Range, to a point 650 feet East of the South Quarter corner thereof; continuing South from a point on the North line of Section

CONFORMED COPY

Three (Sec. 3), Township Six South (Twp. 6 S.), Range Nine East (Rge. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is 299.54 feet East of the Northwest corner of said Section 3; thence South and parallel to the West line of Section 3 a distance of 800 feet to a point; thence South 64° West a distance of 336.18 feet to a point on the West line of said Section 3, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

TRACT NO. 8

A twenty (20) foot easement and right-of-way, the center line of which begins at a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is thirty-two (32) feet South of the North Quarter corner of said Section Twenty-eight (Sec. 28); thence East and parallel to the North line of Section Twenty-eight (Sec. 28), to a point on the East line of the West half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty-eight (Sec. 28), and thirty-two (32) feet South of the North line of Section Twenty-eight (Sec. 28) of said Township and Range, containing 0.61 acres, more or less.

TRACT NO. 9

A twenty (20) foot easement and right-of-way, the center line of which begins at a point on the West line of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona; said point being thirty-two (32) feet South of the Northwest corner thereof; thence East and parallel to the North line of said Section Twenty-eight (Sec. 28), to a point on the East line of the Northwest Quarter (NW $\frac{1}{4}$) and thirty-two (32) feet South of the North Quarter corner of Section Twenty-eight (Sec. 28) of said Township and Range, containing 1.21 acres, more or less.

TOGETHER WITH appurtenant avigation easements, buildings, structures, improvements and equipment, hereinafter described, a portion of which may be located on Tracts, 3, 4 and 6 described as follows:

TRACT NO. 3

Lease W-509-1818 with State Land Dept. for period ending June 30, 1950. Leasehold interest purchased from Englands. Lots 5, 6, 11 and 12, S $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 5, all in Township 6 South, Range 9 East, Pinal County, Arizona.

TRACT NO. 4

Held under condemnation. Negotiations for exchange of land for Public Domain incomplete. Lots 3 and 4, Section 4, Township 6 South, Range 9 East, Pinal County, Arizona.

IMPROVEMENTS:

Runways
Taxiways
Parking apron
Lighting and marking systems.
Rotating beacon
Storm drainage system
* Sewage system
Dust Control
Fencing
* Water supply and distribution system
* Electric power supply and distribution system
Roads and streets
Telephone and teletype system
Fire reporting system

TOGETHER WITH the following personal property:

SFS NO.	NO. OF UNITS	DESCRIPTION
2656914-1-1	145	Extinguisher, fire, hand, water, 4 gal.
" -1-2	37	Extinguisher, fire, hand, Chem. 2 1/2 gal.
" -1-3	9	Extinguisher, fire, hand, CTC, 1 gal.
" -1-4	3	Extinguisher, fire, hand, CO2 15 lb.
" -1-5	4	Extinguisher, fire, on wheels, 3 1/2 gal.
" -2-1	1	Extinguisher, fire, hand, CTC, 1 qt.
2656913-1-1	94-10	Ladder, wood, pine, 18" x 14'
* 2656912-1-1	59	Lockers, clothes, dbl. wood dbl. wood
" -1-2	41	Tables, mess, Masonite tops
2656911-1-4	1	Steam table, elec., 8 compartment
" -2-1	2	Steam table, 5 compartment
" -1-1	200-ft.	Cable, steel, 5/8" diam.
2656907-1-1	1	Dishwasher, mechanical, Hobart
None -1-1	1	Refrigerator, cabinet, 6 cu.ft. Electric
" -1-1	1	Range, cooking, elec. Westinghouse
" -1-1	125-ft.	Hose, rubber, 1/4"
2656903-1-1	1	Truck, fire fighting, Hahn Motor Co. Ford Motor Co., 1 1/2 ton, Eng. #99T-482760, with equipment.
* " -2-1	1	Battery charger, portable, #13179
* " -3-1	1	Battery charger, portable, #9058
* None -1-1	1	Winch, truck mount
* " -1-2	1	Truck, hand
* " -2-1	1	Compressor, Air
* " -2-2	2	Dishwasher
* -2660963-1-1	1 Lot	Miscellaneous bedding 14 Blankets - 11 Mattresses 6 Pillows - 7 Cots
WAA 21 NO.		
* 1022301	1	Grader, road, towed, Allis Chalmers, Motor #57345
✓ 1084662	1	Truck, Ford, Jeep, 1/4 ton, Ser. #1084662 #MC 861C3, Eng. #123978
✓ RP 142	1	Crane, Lo Tourneau, Ser. #C 3288
✓ RP 41	1	Trailer, crash, fire, 150 gal., John Bean
✓ RP 190	1	Truck, fuel, IHC, 2 1/2 ton, Ser. #17514, Eng. #15838
✓ 1022396	1	Truck, pickup, Chev., Eng. #15838
✓ 1084608	1	Truck, Chev., Ser. #6NJ023311, Eng. #HV 309967
✓ RP 130	1	Kettle, tar, 110 gal.

* Authorized for disposal DAE ltr. 4/11/56

* Auth. for Disposal DAE Ltr. to Bd. 5/2/52.

* Reduction of water, electrical, and sewage systems for disposal of the entire gasoline storage system (is this T-123 listed on Page 5?) Authorized by DAE Memo 12/22/52.

<u>WAA 21 NO.</u>	<u>NO. OF UNITS</u>	<u>DESCRIPTION</u>
RP 124	1	Roller, road, Scr. #882
1022345	1	Truck, IHC, 2 $\frac{1}{2}$ ton, Dump
1022326	1	Tractor, wheel, "Case", 1943, Scr. #4714379-S1
✓ 1022265	1	Tractor, crawler, TD 14 <i>Pro</i>
✓ 1022269	1	Compressor, Air, portable <i>for</i>
✓ 1022317	1	Truck, FWD, 2 $\frac{1}{2}$ ton, Scr. #65045, <i>Super</i>
✓ PF 112	1	Eng. #556602 Truck, Firo, 1 $\frac{1}{2}$ ton, 1943, USN #80897

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the Grantor for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

AND FURTHER EXCEPTING from this conveyance and reserving to the Grantor, in accordance with Executive Order 9908, approved on December 5, 1947 (12 F. R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person

as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said Grantee, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder, the said Grantee, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator, or his successor.

By the acceptance of this deed or any rights hereunder, the said Grantee for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which

shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the Grantee shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or non-exclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assume

all the obligations imposed upon the Grantee by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located.

(7) The Grantee does hereby release the Government, and will take whatever action may be required by the General Services Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the Grantee, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the Grantee of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the Grantee further agrees with the Grantor as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the Grantee, or any portion thereof, shall at the option of the Grantor revert to the Grantor sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the Grantor has caused those presents
to be executed as of the day and year first above written,

UNITED STATES OF AMERICA
Acting by and Through
General Services Administrator

By /s/ RALPH G. DEEDE
RALPH G. DEEDE
Director of Property Management
Liquidation Service
San Francisco, California

WITNESSES:

/s/ Nora O. Bean

/s/ M. E. Biglin

STATE OF CALIFORNIA

SS a

On this 20th day of January, 1950, before me,

Steve G. Chapralis, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared RALPH G. DEEDE, known to me to be the Director of Property Management, Liquidation Service, General Services Administration, San Francisco, California, and known to me to be the person who executed the within instrument on behalf of said General Services Administrator, who executed said instrument on behalf of the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the General Services Administrator, on behalf of the United States of America, and, further, that the United States of America executed said instrument.

WITNESS my hand and Official Seal.

/s/ STEVE G. CHAPRALIS
Notary Public
in and for the City and County of
San Francisco, State of California

(SEAL)

My Commission expires:

10/22/52

3-3-59

RESOLUTION NO. 59

RESOLUTION OF THE CITY OF COOLIDGE, PINAL COUNTY, ARIZONA ACCEPTING THE CONVEYANCE BY QUITCLAIM DEED OF THE HEREINAFTER DESCRIBED REAL PROPERTY AND FACILITIES COMMONLY KNOWN AS THE COOLIDGE-FLORENCE AIRBASE FROM THE COUNTY OF PINAL, ARIZONA ACTING THROUGH IT'S BOARD OF SUPERVISORS AGREEING TO THE RESTRICTIONS, RESERVATIONS AND CONDITIONS SET FORTH HEREIN, AND AUTHORIZING THE MAYOR AND CITY CLERK ON BEHALF OF THE CITY OF COOLIDGE TO SIGN THIS RESOLUTION.

WHEREAS, The United States of America acting by and through the General Service Administrator, pursuant to the provisions of the Federal Property and Administrative Service Act of 1949, Surplus Property Act of 1944 (58 Stat. 765) on the 19th day of January, 1950, conveyed to the County of Pinal, Arizona, by Quitclaim Deed, a portion of the hereinafter described real property, comprising part of the Coolidge-Florence Airbase, subject to the restrictions, reservations and conditions, contained in said Quitclaim Deed. Said Quitclaim Deed is of record in the office of the Pinal County Recorder in Docket 59, Pages 135-148, inclusive, and,

WHEREAS, the United States of America, acting through the Secretary of the Interior, pursuant to the authority contained in Section 16 of Federal Airport Act (60 Stat. 179; 49 U.S.C. 1115), on the 14th day of March, 1953, conveyed to the County of Pinal, Arizona by that certain patent, a portion of the hereinafter described real property now comprising part of the said Coolidge-Florence Airbase, subject to the restrictions, reservations and conditions contained in said patent. Said patent is of record in the office of the Pinal County Recorder in Docket 82, Pages 491-494 inclusive, and,

WHEREAS, the United States of America, acting by and through the Secretary of the Interior, pursuant to the authority contained in Section 16 of the Federal Airport Act (60 Stat. 179; 49 U.S.C. 1115), conveyed to the County of Pinal, Arizona by that certain patent, a portion of the herein-

after described real property now comprising part of the said Coolidge-Florence Airbase subject to the restrictions, reservations and conditions in said patent. Said patent is of record in the office of the Pinal County Recorder in Docket 164, Pages 600-601, inclusive, and,

WHEREAS, the County of Pinal, Arizona, acting by and through it's Board of Supervisors has by a certain Quitclaim Deed dated the 2nd day of MARCH, 1959, conveyed to the City of Coolidge, Pinal County, Arizona the real property and facilities comprising the Coolidge-Florence Airbase which was received by the said County of Pinal, from the United States of America by the above described Quitclaim Deed and patents and subject to the restrictions, reservations and conditions contained in said Quitclaim Deed and patents. The following is a particular description of the property conveyed to the City of Coolidge, Pinal County, Arizona, which is subject to the restrictions, reservations and conditions contained in said Quitclaim Deed and patents.

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 and 14 and the South Half of the Northeast Quarter (S1/2NE1/4), and the South Half of the Northwest Quarter (S1/2NW1/4), and the Southwest Quarter (SW1/4) and the North Half of the Southeast Quarter (N1/2SE1/4), all in Section 4, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian.

Lots 7, 8, 9 and 10 and the South Half of the Northeast Quarter (S1/2NE1/4) and the North Half of the Southeast Quarter (N1/2SE1/4), all in Section 5, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian.

TOGETHER WITH the following easements:

A twenty (20) foot Easement Right-of-ways the center line of which begins at a point on the West line of the East half (E1/2) of the Northeast Quarter (NE1/4) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.) of the Gila

and Salt River Base and Meridian, Pinal County, Arizona, which point is 32 feet South of the North line of said Section 28; thence East and parallel to the North line of Sections 28 and 27 to a point 650 feet East of the mid-section line of Section 27; thence South and parallel to the mid-section line of Sections 27 and 34 of said Township and Range, to a point 650 feet East of the South Quarter corner thereof; continuing South from a point on the North line of Section Three (Sec. 3), Township Six South (Twp. 6 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is 299.54 feet East of the Northwest corner of said Section 3; thence South and parallel to the West line of Section 3 a distance of 800 feet to a point; thence South 64° West a distance of 336.18 feet to a point on the West line of said Section 3, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

A twenty (20) feet easement and right-of-way, the center line of which begins at a point on the West line of the Northeast Quarter (NE1/4) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is thirty-two (32) feet South of the North Quarter corner of said Section Twenty-eight (Sec. 28); thence East and parallel to the North line of Section Twenty-eight (Sec. 28), to a point on the East line of the West Half (W1/2) of the Northeast Quarter (NE1/4) of said Section Twenty-eight (Sec. 28), and thirty-two (32) feet South of the North line of Section Twenty-eight (Sec. 28) of said Township and Range, containing 0.61 acres, more or less.

A twenty (20) feet easement and right-of-way, the center line of which begins at a point on the West line of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona; said point being thirty-two (32) feet South of the Northwest corner thereof; thence East and parallel to the North line of said Section Twenty-eight (Sec. 28), to

a point on the East line of the Northwest Quarter (NW1/4) and thirty-two (32) feet South of the North Quarter corner of Section Twenty-eight (Sec. 28) of said Township and Range, containing 1.21 acres, more or less.

SUBJECT TO the reservations, restrictions and conditions contained in that certain Quitclaim Deed made and entered into on the 19th day of January, 1950, between United States of America, as Grantor and the County of Pinal as Grantee, Said deed being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 59, Pages 135-148, inclusive.

ALSO SUBJECT TO the reservations, restrictions and conditions contained in that certain Patent from the United States of America to the County of Pinal, dated the 14th day of March, 1953. Said Patent being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 82, Pages 491-494, inclusive.

ALSO SUBJECT TO the reservations, restrictions and conditions contained in that certain Patent from the United States of America to the County of Pinal, dated the 15th day of May, 1956. Said Patent being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 164, Pages 600-601, inclusive.

ALSO SUBJECT TO the provisions of that certain second amended lease agreement entered into on the 14th day of May, 1955 for the term ending on the 18th day of May, 1963, between the County of Pinal, State of Arizona, as Lessor and Charles Moody, as Lessee. Said lease being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 127, Pages 593-602, inclusive.

ALSO SUBJECT TO the covenants, restrictions, reservations, easements and rights-of-way of record.

WHEREAS, the City of Coolidge is desirous of obtaining the above described real property and facilities comprising the Coolidge-Florence Airbase for the purposes of further developing said Airbase for civilian aeronautics and as future sites for industrial development, and,

WHEREAS, the City of Coolidge is willing to accept the conveyance of said real property and facilities and to abide by and comply with the restrictions, reservations and conditions contained in the above described Quitclaim

Deed and patents to the County of Pinal, Arizona, from the United States of America.

NOW THEREFORE be it resolved by the Common Council of the City of Coolidge:

That the Quitclaim Deed, dated the 2nd day of MARCH, 1959, conveying the above described real property comprising the Coolidge-Florence Airbase by the County of Pinal, Arizona, to the City of Coolidge, is hereby accepted, The City of Coolidge as Grantee shall maintain and operate the above described real property and facilities in accordance with the restrictions, reservations and conditions contained in said Quitclaim Deed and patents from the United States of America a portion which are specifically set forth as follows:

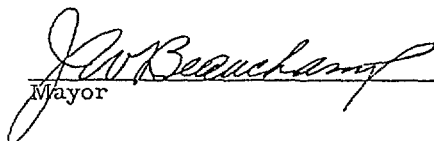
1. The City of Coolidge will develop an airport on the above described real property conveyed by the County of Pinal, Arizona.
2. Such airport will be operated as a public airport upon fair and reasonable terms and without unjust discrimination.
3. Any subsequent transfer to said real property will be made subject to all the restrictions, reservations and conditions contained in the above described Quitclaim Deed and patents from the United States of America to the County of Pinal, unless those restrictions, reservations and conditions are in whole or in part expressly waived and released by the United States of America, acting through the Administrator of the Federal Aviation Agency.
4. In the event of a breach of any of the restrictions, reservations and conditions contained and imposed by the above described Quitclaim Deed and patents from the United States of America, the Administrator of the Federal Aviation Agency or his successor in function may immediately enter and possess himself of title for and on behalf of the United States of America for the above described lands conveyed by the County of Pinal, Arizona as set forth hereinabove.

5. In the event of a breach of any restrictions, reservations and conditions contained and imposed by said Quitclaim Deed and patents from the United States of America, the City of Coolidge, or it's successors in function will upon demand of the Administrator of the Federal Aviation Agency, or his successor in function, take such action including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the above described lands conveyed by the County of Pinal, Arizona to the City of Coolidge.

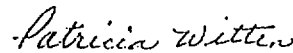
6. The City of Coolidge shall specifically abide by and be governed by any and all other restrictions, reservations and conditions set forth and contained in said Quitclaim Deed and patents from the United States of America even through said restrictions, reservations and conditions are not specifically set forth in this resolution.

Be it further resolved that, J. W. Beauchamp, Mayor, of the City of Coolidge and Patricia Witten, City Clerk, of the City of Coolidge be and they are hereby authorized and directed to sign this resolution and affix the seal of the said City of Coolidge thereto, thereby accepting the conveyance of the above described real property and obligating and binding the City of Coolidge to all the restrictions, reservations and conditions imposed by the United States of America in the above described Quitclaim Deed and patents.

PASSED and adopted by the Common Council of the City of Coolidge, this 3rd day of March, 1959.


Mayor

ATTEST;


City Clerk

CERTIFICATION FOR CITY ATTORNEY

I, William E. Platt, acting as attorney for the City of Coolidge,
do hereby certify:

That I have examined the instruments referred to in the foregoing
resolution of the City of Coolidge and the proceedings taken by the said City
of Coolidge relating thereto, and find that the acceptance of the conveyance
of the property described in the foregoing resolution is in all respects due and
proper and in accordance with the laws of the State of Arizona and further
that in my opinion the acceptance by the foregoing resolution constitutes a
legal and binding obligation of the City of Coolidge in accordance with the
terms of the resolution and the instruments described therein.

DATED in Coolidge, Arizona, this 3rd day of MARCH,
1959.

William E. Platt
City Attorney

CERTIFICATION

I, Patricia Witten, City Clerk of the City of Coolidge, Arizona
do hereby certify that the above and foregoing is a true and correct copy of
a Resolution as the same remains of record and on file in my office in the
City Hall in the City of Coolidge. Said Resolution was passed by the Common
Council of the City of Coolidge, Arizona at a special meeting of said Council
held on the 3rd day of March, 1959, at 10:00 A. M.

Patricia Witten
(Mrs.) Patricia Witten

RESOLUTION C. THE PINAL COUNTY BOARD OF SUPERVISORS
HELD AT A REGULAR MEETING AT THE OFFICE OF THE PINAL
COUNTY BOARD OF SUPERVISORS ON THE 2ND DAY OF MARCH,
1959

3-2-59

WHEREAS, THE UNITED STATES OF AMERICA ACTING BY AND THROUGH THE GENERAL SERVICE ADMINISTRATOR, PURSUANT TO THE PROVISIONS OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICE ACT OF 1949, SURPLUS PROPERTY ACT OF 1944 (58 STAT. 765) ON THE 19TH DAY OF JANUARY, 1950, CONVEYED TO THE COUNTY OF PINAL, ARIZONA, BY QUITCLAIM DEED, A PORTION OF THE HEREINAFTER DESCRIBED REAL PROPERTY, COMPRISING PART OF THE COOLIDGE-FLORENCE AIRBASE, SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND CONDITIONS, CONTAINED IN SAID QUITCLAIM DEED. SAID QUITCLAIM DEED IS OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER IN DOCKET 59, PAGE 135-148, INCLUSIVE;

IT IS NOW THE DESIRE AND THE AUTHORITY IS HEREDY GRANTED THE CHAIRMAN AS-HEREINAFTER PROVIDED TO TRANSFER SAID COOLIDGE AIRBASE PROPERTY BY QUITCLAIM DEED AS DESCRIBED:

THIS INDENTURE MADE THIS 2ND DAY OF MARCH, 1959, BETWEEN THE COUNTY OF PINAL, STATE OF ARIZONA, A BODY POLITIC AND CORPORATE, ACTING INDIVIDUALLY AND AS THE AGENT OF THE UNITED STATES UNDER AND BY VIRTUE OF THE PROVISIONS OF THAT CERTAIN QUIT CLAIM DEED BETWEEN THE GRANTOR HEREIN AND THE UNITED STATES, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, IN DOCKET 59, PAGE 135 THEREOF, HEREINAFTER REFERRED TO AS GRANTOR, AND THE CITY OF COOLIDGE, PINAL COUNTY, ARIZONA, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS GRANTEE,

WITNESSETH:

GRANTOR FOR AND IN CONSIDERATION OF THE SUM OF TEN (\$10.00) DOLLARS HEREBY CONVEYS, REMISES, RELEASES AND QUIT-CLAIMS UNTO GRANTEE, IT'S SUCCESSORS AND ASSIGNS, FOREVER, ALL RIGHT, TITLE, INTEREST, CLAIM AND DEMAND WHICH SAID GRANTOR HAS IN AND TO THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA:

LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 AND 14 AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), AND THE SOUTH HALF OF THE NORTHWEST QUARTER (S1/2NW1/4), AND THE SOUTHWEST QUARTER (SW1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4), ALL IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN.

LOTS 7, 8, 9 AND 10 AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4), ALL IN SECTION 2, TOWNSHIP 6 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN.

C-18

TOGETHER WITH THE FOLLOWING EASEMENTS:

A TWENTY (20) FOOT EASEMENT RIGHT-OF-WAY, THE CENTER LINE OF WHICH BEGINS AT A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-EIGHT (SEC. 28), TOWNSHIP FIVE SOUTH (TWP. 5 S.), RANGE NINE EAST (R. 9 E.) OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, WHICH POINT IS 32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 28; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SECTIONS 28 AND 27 TO A POINT 650 FEET EAST OF THE MID-SECTION LINE OF SECTION 27; THENCE SOUTH AND PARALLEL TO THE MID-SECTION LINE OF SECTIONS 27 AND 34 OF SAID TOWNSHIP AND RANGE, TO A POINT 650 FEET EAST OF THE SOUTH QUARTER CORNER THEREOF; CONTINUING SOUTH FROM A POINT ON THE NORTH LINE OF SECTION THREE (SEC. 3), TOWNSHIP SIX SOUTH (TWP. 6 S.), RANGE NINE EAST (RGE. 9 E.), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, WHICH POINT IS 299.54 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SECTION 3 A DISTANCE OF 800 FEET TO A POINT; THENCE SOUTH 64° WEST A DISTANCE OF 336.18 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3, TOWNSHIP 6 SOUTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

A TWENTY (20) FEET EASEMENT AND RIGHT-OF-WAY, THE CENTER LINE OF WHICH BEGINS AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-EIGHT (SEC. 28), TOWNSHIP FIVE SOUTH (TWP. 5 S.), RANGE NINE EAST (R. 9 E.), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, WHICH POINT IS THIRTY-TWO (32) FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION TWENTY-EIGHT (SEC. 28); THENCE EAST AND PARALLEL TO THE NORTH LINE OF SECTION TWENTY-EIGHT (SEC. 28), TO A POINT ON THE EAST LINE OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION TWENTY-EIGHT (SEC. 28), AND THIRTY-TWO (32) FEET SOUTH OF THE NORTH LINE OF SECTION TWENTY-EIGHT (SEC. 28) OF SAID TOWNSHIP AND RANGE, CONTAINING 0.61 ACRES, MORE OR LESS.

A TWENTY (20) FEET EASEMENT AND RIGHT-OF-WAY, THE CENTER LINE OF WHICH BEGINS AT A POINT ON THE WEST LINE OF SECTION TWENTY-EIGHT (SEC. 28), TOWNSHIP FIVE SOUTH (TWP. 5 S.), RANGE NINE EAST (R. 9 E.), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA; SAID POINT BEING THIRTY-TWO (32) FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID SECTION TWENTY-EIGHT (SEC. 28), TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) AND THIRTY-TWO (32) FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION TWENTY-EIGHT (SEC. 28) OF SAID TOWNSHIP AND RANGE, CONTAINING 1.21 ACRES, MORE OR LESS.

SUBJECT TO THE RESERVATIONS, RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN QUIT-CLAIM DEED MADE AND ENTERED INTO ON THE 19TH DAY OF JANUARY, 1950, BETWEEN UNITED STATES OF AMERICA, AS GRANTOR AND THE COUNTY OF PINAL, AS GRANTEE. SAID DEED BEING OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, PINAL COUNTY, ARIZONA, IN DOCKET 59, PAGES 135-148, INCLUSIVE.

ALSO SUBJECT TO THE RESERVATIONS, RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN ~~PATENT~~ FROM THE UNITED STATES OF AMERICA TO THE COUNTY OF PINAL, DATED THE 14TH DAY OF MARCH, 1953, SAID PATENT BEING OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, PINAL COUNTY, ARIZONA, IN DOCKET 82, PAGES 491-494, INCLUSIVE.

ALSO SUBJECT TO THE RESERVATIONS, RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN ~~PATENT~~ FROM THE UNITED STATES OF AMERICA TO THE COUNTY OF PINAL, DATED THE 15TH DAY OF MAY, 1956. SAID PATENT BEING OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, PINAL COUNTY, ARIZONA, IN DOCKET 164, PAGES 600-601, INCLUSIVE.

ALSO SUBJECT TO THE PROVISIONS OF THAT CERTAIN SECOND AMENDED LEASE AGREEMENT ENTERED INTO ON THE 14TH DAY OF MAY, 1955 FOR THE TERM ENDING ON THE 18TH DAY OF MAY, 1963, BETWEEN THE COUNTY OF PINAL, STATE OF ARIZONA, AS LESSOR AND CHARLES MOODY, AS LESSEE. SAID LEASE BEING OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, PINAL COUNTY, ARIZONA, IN DOCKET 127, PAGES 593-602, INCLUSIVE.

ALSO SUBJECT TO THE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

TO HAVE AND TO HOLD THE SAME TOGETHER WITH ALL AND SINGULAR THE APPURTENANCES AND PRIVILEGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING AND ALL OF THE ESTATE, RIGHT, TITLE, INTEREST AND CLAIM WHATSOEVER OF THE GRANTOR EITHER IN LAW OR EQUITY, IN POSSESSION OR EXPECTANCY, TO THE ONLY PROPER USE, BENEFIT AND BEHALF OF THE GRANTEE, IT'S SUCCESSORS AND ASSIGNS, FOREVER.

IN WITNESS WHEREOF THE GRANTOR HAS CAUSED THESE PRESENTS TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF PINAL
STATE OF ARIZONA

BY S/ DAVID C. DAVIS
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:

S/ ELEANOR K. CAFFALL
CLERK OF BOARD OF SUPERVISORS

STATE OF ARIZONA)
 :
COUNTY OF PINAL)

ON THIS THE 2ND DAY OF MARCH, 1959, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ELEANOR K. CAFFALL, DAVID C. DAVIS, OF THE COUNTY OF PINAL, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON DESCRIBED IN THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL

C-20

S/ ANN EOENS
NOTARY PUBLIC

MY COMMISSION EXPIRES:
JANUARY 5, 1963

WHEREAS, THE UNITED STATES OF AMERICA, ACTING THROUGH THE SECRETARY OF THE INTERIOR, PURSUANT TO THE AUTHORITY CONTAINED IN SECTION 16 OF FEDERAL AIRPORT ACT (60 STAT. 179; 49 U.S.C. 1115), ON THE 14TH DAY OF MARCH, 1953, CONVEYED TO THE COUNTY OF PINAL, ARIZONA, BY THAT CERTAIN PATENT, A PORTION OF THE HEREINAFTER DESCRIBED REAL PROPERTY NOW COMPRISING PART OF THE SAID COOLIDGE-FLORENCE AIRBASE, SUBJECT TO THE RESTRICTIONS, RESERVATIONS, AND CONDITIONS CONTAINED IN SAID PATENT. SAID PATENT IS OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER IN DOCKET 82, PAGES 491-494, INCLUSIVE; AND

WHEREAS, THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE INTERIOR, PURSUANT TO THE AUTHORITY CONTAINED IN SECTION 16 OF THE FEDERAL AIRPORT ACT (60 STAT. 179; 49 U.S.C. 1115) CONVEYED TO THE COUNTY OF PINAL, ARIZONA, BY THAT CERTAIN PATENT, A PORTION OF THE HEREINAFTER DESCRIBED REAL PROPERTY NOW COMPRISING PART OF THE SAID COOLIDGE-FLORENCE AIRBASE SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND CONDITIONS IN SAID PATENT. SAID PATENT IS OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER IN DOCKET 164, PAGES 600-601, INCLUSIVE; AND

WHEREAS, THE SAID COUNTY OF PINAL HAS BEEN IN POSSESSION OF SAID PROPERTY SINCE SAID DATE OF CONVEYANCE; AND

WHEREAS, AN ECONOMICAL PROGRESS OF THE AREA HAS NOT DEVELOPED TO THE POINT WHERE IT IS ECONOMICALLY FEASIBLE FOR THE COUNTY OF PINAL TO CONTINUE THE POSSESSION AND OPERATION OF SAID PREMISES, ALL AS EXPRESSED IN A RESOLUTION HERETOFORE FORWARDED TO THE CIVIL AERONAUTICS ADMINISTRATION; AND

WHEREAS, THE BOARD OF SUPERVISORS OF PINAL COUNTY CONSIDERED IT TO THE BEST INTEREST AND WELFARE OF SAID COUNTY TO REQUEST THAT SAID AIRBASE BE RETURNED TO THE UNITED STATES SINCE THE AREA HAS NOT PROGRESSED ECONOMICALLY TO THE EXTENT THAT IT IS ECONOMICALLY FEASIBLE FOR THE COUNTY OF PINAL TO CONTINUE THE POSSESSION, OPERATION AND MAINTENANCE OF SAID PROPERTY;

NOW, THEREFORE, UPON MOTION DULY MADE AND SECONDED, IT IS HEREBY RESOLVED THAT THE CHAIRMAN OF THE BOARD OF SUPERVISORS IS HEREBY DIRECTED TO EXECUTE A QUITCLAIM DEED, ACTING AS AGENT OF THE UNITED STATES GOVERNMENT, TRANSFERRING THE SAID PROPERTY TO THE CITY OF COOLIDGE, PINAL COUNTY, ARIZONA, SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND CONDITIONS CONTAINED IN SAID QUITCLAIM DEED AND PATENT, SAID PROPERTY BEING AS DESCRIBED IN THE QUITCLAIM DEED EXECUTED HERewith AND MADE A PART HEREOF;

ON MOTION DULY MADE AND SECONDED, IT IS HEREBY RESOLVED THAT THE CHAIRMAN OF

THE BOARD OF SUPERVISORS IS HEREBY AUTHORIZED TO EXECUTE AND TRANSFER ANY AND ALL
OTHER PAPERS OR DOCUMENTS WHICH MAY BE NECESSARY TO PROPERLY AFFECT THE CONVEYANCE
OF THE PROPERTY HEREIN REFERRED TO.

DATED AT FLORENCE, ARIZONA THIS 2ND DAY OF MARCH, 1959.

PINAL COUNTY BOARD OF SUPERVISORS

David K. Davis
CHAIRMAN

ATTEST:

Eleanor K. Caffall
CLERK

CERTIFICATION FOR COUNTY ATTORNEY

I, T. J. MAHONEY, the duly elected, qualified and acting County Attorney of Pinal County, Arizona, do hereby certify:

That I have examined the Resolution of the Board of Supervisors of Pinal County and the proceedings taken by the Board of Supervisors relating thereto and find that the resolution and the execution of the Quit Claim deed in connection therewith of the property described in the foregoing resolution is in all respects due and proper and in accordance with the laws of the State of Arizona and further that in my opinion the execution of the foregoing resolution constitutes a legal and binding obligation of the County of Pinal in accordance with the terms of the resolution and the instruments described therein and executed therewith.

DATED in Florence, Arizona, this 2nd day of March, 1959.


COUNTY ATTORNEY

C E R T I F I C A T I O N

I, ELEANOR K. CAFFALL, Clerk of the Board of Supervisors of the County of Pinal, Arizona, do hereby certify that the above and foregoing is a true and correct copy of a Resolution as the same remains of record and on file in my office in the Court House in the Town of Florence, Arizona. Said Resolution was passed by the Board of Supervisors of the County of Pinal, Arizona, at a regular meeting of said Board of Supervisors held on the 2nd day of March, 1959.


ELEANOR K. CAFFALL

QUIT-CLAIM DEED

This indenture made this 2nd day of March, 1959, between the County of Pinal, State of Arizona, a body politic and corporate, acting ^{individually and} as the agent of the United States under and by virtue of the provisions of that certain quit claim deed between the Grantor herein and the United States, recorded in the office of the County Recorder of Pinal County, in Docket 59, page 135 thereof, hereinafter referred to as Grantor, and the City of Coolidge, Pinal County, Arizona, a municipal corporation, hereinafter referred to as Grantee,

WITNESSETH:

Grantor for and in consideration of the sum of Ten (\$10.00) Dollars hereby conveys, remises, releases and quit-claims unto Grantee, it's successors and assigns, forever, all right, title, interest, claim and demand which said Grantor has in and to the following described real property situated in the County of Pinal, State of Arizona:

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 and 14 and the South Half of the Northeast Quarter (S1/2NE1/4), and the South Half of the Northwest Quarter (S1/2NW1/4), and the Southwest Quarter (SW1/4) and the North Half of the Southeast Quarter (N1/2SE1/4), all in Section 4, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian.

Lots 7, 8, 9 and 10 and the South Half of the Northeast Quarter (S1/2NE1/4) and the North Half of the Southeast Quarter (N1/2SE1/4), all in Section 5, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian.

TOGETHER WITH the following easements:

A twenty(20) foot Easement Right-of-way, the center line of which begins at a point on the West line of the East half (E1/2) of the

Northeast Quarter (NE1/4) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.) of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is 32 feet South of the North line of said Section 28; thence East and parallel to the North line of Sections 28 and 27 to a point 650 feet East of the mid-section line of Section 27; thence South and parallel to the mid-section line of Sections 27 and 34 of said Township and Range, to a point 650 feet East of the South Quarter corner thereof; continuing South from a point on the North line of Section Three (Sec. 3), Township Six South (Twp. 6 S.), Range Nine East (Rge. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is 299.54 feet East of the Northwest corner of said Section 3; thence South and parallel to the West line of Section 3 a distance of 800 feet to a point; thence South 64° West a distance of 336.18 feet to a point on the West line of said Section 3, Township 6 South, Range 9 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

A twenty (20) feet Easement and Right-of-way, the center line of which begins at a point on the West line of the Northeast Quarter (NE1/4) of Section Twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona, which point is thirty-two (32) feet South of the North Quarter corner of said Section twenty-eight (Sec. 28); thence East and parallel to the North line of Section Twenty-eight (Sec. 28), to a point on the East line of the West half (W1/2) of the Northeast Quarter (NE1/4) of said Section twenty-eight (Sec. 28), and thirty-two (32) feet South of the North line of Section twenty-eight (Sec. 28) of said Township and Range, containing 0.61 acres, more or less.

A twenty (20) feet Easement and Right-of-way, the center line of which begins at a point on the West line of Section twenty-eight (Sec. 28), Township Five South (Twp. 5 S.), Range Nine East (R. 9 E.), Gila and Salt River Base and Meridian, Pinal County, Arizona; said point being thirty-two (32) feet South of the Northwest corner thereof; thence East and parallel to the North line of said Section twenty-eight (Sec. 28), to a point on the East line of the Northwest Quarter (NW1/4) and thirty-two (32) feet South of the North Quarter corner of Section Twenty-eight (Sec. 28) of said Township and Range, containing 1.21 acres, More or Less.

SUBJECT TO the reservations, restrictions and conditions contained in that certain Quit-Claim Deed made and entered into on the 19th day of January, 1950, between United States of America, as Grantor and the County of Pinal, As Grantee. Said deed being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 59, Pages 135-148, inclusive.

ALSO SUBJECT TO the reservations, restrictions and conditions contained in that certain Patent from the United States of America to the County of Pinal, dated the 14th day of March, 1953. Said Patent being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 82, Pages 491-494, inclusive.

ALSO SUBJECT TO the reservations, restrictions and conditions contained in that certain Patent from the United States of America to the County of Pinal, dated the 15th day of May, 1956. Said Patent being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 164, Pages 600-601, inclusive.

ALSO SUBJECT TO the provisions of that certain second amended lease agreement entered into on the 14th day of May, 1955 for the term ending on the 18th day of May, 1963, between the County of Pinal, State of Arizona, as Lessor and Charles Moody, as Lessee. Said lease being of record in the office of the County Recorder, Pinal County, Arizona, in Docket 127, Pages 593-602, inclusive.

ALSO SUBJECT TO the covenants, restrictions, reservations, easements and rights of way of record.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining and all of the estate, right, title, interest and claim whatsoever of the Grantor either in law or equity, in possession or expectancy, to the only proper use, benefit and behalf of the Grantee, it's successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed as of the day and year first above written.

COUNTY OF PINAL
STATE OF ARIZONA

By *David L. Davis*
Chairman of Board of Supervisors

ATTEST:
Eleanor C. Coffall
Clerk of Board of Supervisors

STATE OF ARIZONA)
: ss
COUNTY OF PINAL)

ON THIS THE 2ND DAY OF MARCH, 1959, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ELEANOR K. CAFFALL, DAVID C. DAVIS, OF THE COUNTY OF PINAL, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON DESCRIBED IN THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES THEREIN CONTAINED,

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL



MY COMMISSION EXPIRES:
My Commission Expires Jan. 5, 1963

Ann Edens
NOTARY PUBLIC

INDEXED COMPARED

STATE OF ARIZONA
County of Pinal

I hereby certify that the within instrument was filed and recorded at request of City of Coolidge MAR 3 1959 11:26 am

In Docket 225 PAGE 106
on page

Witness my hand and official seal the day and year aforesaid.

SOPHIE M. SMITH,
County Recorder

By Melvin Holland
Deputy Recorder



184295



KANSAS CITY
(816) 524-3500

237 N.W. Blue Parkway
Suite 100
Lee's Summit, MO 64063

PHOENIX
(602) 993-6999

11022 N. 28th Drive
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Phoenix, AZ 85029